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MASTER AGREEMENT  
BETWEEN THE  
HALE BOARD OF EDUCATION  
AND THE  
HALE FEDERATION OF TEACHERS  
1990-'91, '91-'92, & '92-'93

*Hale Area Schools*

LABOR AND INDUSTRIAL  
RELATIONS COLLECTION  
Michigan State University

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**ARTICLE I  
RECOGNITION**

- A. This Agreement, made and entered into on this October 15, 1990 by and between the Board of Education of the Hale Area Schools, Hale, Michigan, hereafter referred to as the "Board" and the Hale Federation of Teachers hereafter called the "Federation."
- B. The Bargaining Unit shall consist of: All certified teaching personnel, including all counselors, special education teachers, speech therapist, Title I Director; librarians, reading consultants, and all other professional teaching personnel. Excluded: All supervisory and executive personnel including superintendent, school principals, and all other administrative employees.
- C. Pursuant to Act 379, Public Acts of 1965, as amended, the Board hereby recognizes the Federation as the exclusive representative for the purposes of collective bargaining with respect to rates of pay, hours, and other terms and conditions of employment for the entire term of the Agreement for Hale teachers who hold valid contracts.

**ARTICLE II  
FEDERATION RIGHTS AND RESPONSIBILITIES**

- A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every teacher shall have the right to freely organize, join, and support the Federation for the purpose of engaging in collective bargaining or negotiations.
- B. Nothing contained herein shall be construed to deny or restrict to any teacher, rights he/she may have under the Michigan General School Laws or other laws or regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.
- C. Establishment of new positions or functions related to instruction shall be discussed with the Union before such positions may be filled or assigned salary designations.
- D. Any authorized representatives of HFT, MFT, AFT shall be permitted to transact official Federation business on school property at all reasonable times, provided that it does not interfere with or interrupt or affect normal school operations or assigned duties. It is the responsibility of the above-mentioned Federation representative to report to the building principal before their conference with any teacher. The Union and its representatives shall have the right to use the Hale buildings at all reasonable hours for meetings,

provided that when special custodial service is required, the Employer may make a reasonable charge therefor. Such use shall require that the Union follow the established building scheduling procedures. Duly-authorized representatives of the Union shall be permitted to transact official Union business on the Hale school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations.

E. The Federation may use school facilities and equipment; including typewriters, ditto machines, other duplicating equipment normally available to teachers and audio-visual equipment at reasonable times, when such equipment is not otherwise in use, providing that such equipment shall not be removed from school property. Use of equipment other than that listed herein shall be with administration approval. The Federation recognizes that all equipment in a building is ultimately the responsibility of the school principal. Federation use of school equipment will be permitted provided that:

1. Request is made and use is arranged for in advance.
2. The use is strictly to service the legitimate business of the Federation, such as records, notices, correspondence, etc.
3. The purpose is for internal business use of the Federation and is not for public distribution.
4. Supplies in connection with such equipment use will be furnished or paid for by the Federation. A reasonable fee consistent with public use will be charged.

F. Teachers will have the privilege to payroll deductions for the following items:

1. Federation dues, deducted from every regular paycheck each month for ten (10) months beginning in September and ending in June. Teachers may authorize payroll deductions for annuities which will be promptly paid to the annuity provided by the Board. However, the number of annuity providers shall be limited to two (2), which will be identified by the Federation.
2. Current authorized deductions, deducted from every regular paycheck each month for ten (10) months beginning in September and ending in June. The Board agrees to promptly remit to the Federation all monies so deducted.
3. Teachers may authorize credit union deductions which will be promptly paid to the credit union by the Board.

G. As a condition of the effectiveness of payroll deductions, the Federation agrees:

1. To indemnify and save Hale Area Schools, the Board, and each individual school board member, and all administrators harmless against any and all claims, demands, costs, suits, or other forms of liability and all court and/or administrative agency costs that may arise out of, or by reason of, action taken by the Board for the purpose of complying with payroll deductions.

H. Union Dues Check-Off

1. Upon filing with the Employer of a written authorization form for payroll deduction, signed by the employee, the Employer agrees, during the term of this Agreement and any extension or renewal thereof, to deduct union membership dues which have been levied in accordance with the Constitution and By-Laws of the Union from the pay of such employee. Individual authorization forms shall be mutually agreed upon and when executed, shall be filed by the Union with the Employer. Authorizations, once filed with the Employer, shall continue in full force and effect until revoked by the employee on a form mutually agreed

upon, which form shall be filed with the Employer. The Union agrees, at least thirty (30) days prior to the beginning of each school year, to give written notification to the Employer of the amounts to be deducted in that year under such authorizations.

2. Deductions from each paycheck shall be in the amount stipulated by the Union for the term of this Agreement, and shall commence with the first pay period of each contract year. The Employer agrees to forward such deductions, along with a list of employees from whom the deductions have been made, within one week following such deduction, to the Treasurer of the Union. The Employer shall forward to the Union a list of all employees within the bargaining unit and their assigned locations no later than September 15 of the current school year. Further, the Employer shall notify the Union of any employee in the bargaining unit entering or leaving the employment of the Employer.

#### I. Union Security

The Employer and the Union, recognizing that the benefits of the collective bargaining agreement accrue to all members of the bargaining unit, regardless of whether or not such member belongs to the Union, accept the following method designed to enable all such members of the bargaining unit to support the efforts of the bargaining agent in their behalf:

1. Within thirty (30) days after employment, or the execution of this Agreement, whichever is later, all members of the bargaining unit shall have the opportunity to join the Union and execute an authorization permitting the deduction of union dues.
2. Any member of the bargaining unit who has not joined the Union during such period or having joined, has not remained a member, shall immediately execute an authorization permitting deduction of a service fee which shall be a sum equal to the union dues which have been established by the Union for each school year. It is understood that the payment of such sums shall not constitute an agreement to become a member of the Union.
3. The Employer agrees to notify all employees in the bargaining unit (those employed at the time of execution of the Agreement or its extensions or renewals, as well as new hires) of the above-stated thirty-day (30) period, the name(s) of such employee(s) and the date of employment.
4. Failure within the above-stated thirty (30) days to deliver authorization shall constitute a basis for discharge, and the Employer agrees, upon receipt of notification from the Union that a member of the bargaining unit has failed to execute such authorization within the specified thirty (30) days, to discharge such employee within five (5) days; it being understood between the parties to this Agreement that such requirement is a condition of continued employment with the Employer.
5. In the event an employee is dismissed for failure to tender required authorized amounts and is subsequently offered reemployment by the Employer, such unpaid amounts shall be required to be paid to the Union by the applicant as a precondition to reemployment.
6. The Hale Federation of Teachers shall indemnify and save the Employer harmless against any and all claims, demands, suits, or judgment damages, including costs and actual attorney fees, which may arise from the implementation of this section of the Agreement.

- J. The Board shall continue to make available in each building a room to be used as a lounge by teaching personnel.
- K. Disciplinary interviews and reprimands will be considered in private. An affected employee will, however, have the right, in all such instances, to request the presence of a union representative at said interview and, when such a request is made, the interview will not proceed until the representative is in attendance. The Employer shall have a similar right to include a representative of its choice at such a meeting.

### ARTICLE III BOARD RIGHTS AND RESPONSIBILITIES

- A. The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States including, but without limiting the generality of the foregoing, the right:
  - 1. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees during the contracted days and school related activities.
  - 2. To hire all employees and, subject to the provisions of law, to determine their qualifications, and the conditions of their continued employment, or their dismissal or demotion; and to promote and/or transfer all such employees as defined in the contract.
  - 3. To establish or eliminate grades and courses of instruction, including special programs, and to provide for or eliminate athletic, recreational and social events for students, all as deemed necessary or advisable by the board in its sole discretion.
  - 4. To approve upon the means and methods of instruction, the selection of text books and other teaching materials, and the use of teaching aids of every kind and nature.
  - 5. To determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of teachers and other employees with respect thereto, as well as non-teaching activities, and the terms and conditions within scope of the contract.
  - 6. To draft job descriptions, policies, evaluation standards, and work rules not otherwise in conflict with this agreement.
  - 7. To maintain the efficiency of the school operations; determine services to be rendered by the public school; and take actions as may be necessary to carry out the mission of the public school.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the terms of this Agreement and then only to the extent such terms hereof are in conformance with the Constitution and laws of the State of Michigan and of the United States.
- C. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the Michigan General School Laws or any other national, state, county, district or local laws or regulations as they pertain to education.

D. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

E. Personnel Files

1. Employees shall be permitted to inspect all the contents of their personnel file. Only one central file shall exist.
2. Any material not shown to an employee and initialled by him (which initialling shall signify only that the employee has read the material and not that he or she necessarily agrees with the contents) within ten (10) days after receipt shall not be permitted as evidence in any grievance or any disciplinary action against such employee.
3. No evaluations, correspondence, or other material making reference to an employee's competence, character, or manner shall be kept or placed on file without the employee's knowledge and opportunity to attach their own comments in their personnel file.
4. Non-initialed statements from nonprofessional sources shall not be included in any file.
5. The date of insertion, the subject and origin of the material, shall be indicated on each item in the file.

F. Evaluations

1. Teacher Evaluation: All teachers, upon employment and at the beginning of each school year, will be apprised of the specific evaluative procedures and criteria prior to conducting any formal evaluation.
2. Observation: An employee will be informed in advance of the day on which he/she is to be evaluated in order that the objectives or purposes of the class or work period being evaluated may be discussed in advance between the parties.
3. The teacher shall select one of the following formats listed in column "A" to be used with one of the methods in column "B"

A	B
1) Principal Only Visitation	1) Student Feedback
2) Principal/Peer Simultaneous Evaluation	2) Self Evaluation
3) Principal/Peer Independent Evaluation	3) Micro Teaching
	4) Subjective Evaluation

4. The teacher selecting peer evaluation methods shall designate three of the four committee members to assist the principal in his/her evaluation. The principal shall select from these three committee members, the person to assist him/her in each visit; a different committee member shall assist the principal on each visit.

The evaluating committee shall be a group to assist the building principal in the evaluation process and assist fellow teachers in professional growth. There shall be four teachers from each building to be a standing evaluation team. Teachers, who serve as evaluators, shall be selected by the Federation.

5. The teacher selecting "principal only" evaluation will be observed by the teacher's immediate supervisor or an administrator working in the same building or otherwise familiar with the teacher's work. (The employees shall have the subsequent right to be observed by a second administrator evaluator; mutually agreed upon by the Union and the Employer, when so requested by the employee.)
6. A conference shall be held within ten days after all observations are concluded. This meeting shall include the teacher, principal and a peer evaluator if one is involved. This meeting shall be to help clarify what behaviors have been observed. A summary of conclusions from this conference shall constitute the final evaluation report and it shall be included as part of their personnel file.
7. Probationary Teachers shall be observed for the purpose of evaluation at least two (2) times during the school year. At least one of these evaluations will occur during the first marking period providing that said observation shall not unduly interfere with the normal teaching/learning process.

All probationary teachers, shall be evaluated by the principal and peer evaluator, except those placed on third year probation.

Third year probationary teachers must be observed on a scheduled basis by the building principal. The building principal and the superintendent will establish a timeline for these observations with the teacher with the clear understanding that failure to perform satisfactorily during the probationary period will lead to dismissal. Teachers who wish to be evaluated more often may initiate this procedure annually.

The final recommendation on probationary teachers shall be made at least sixty days prior to the closing of school. This decision shall be made by the principal following a minimum of two (2) evaluations.

8. Tenure Teachers will be observed for the purpose of evaluation at least every two (2) years.

Tenured Teachers who have received a supervisory evaluation in which their performance has been deemed unsatisfactory and whose continued employment is dependent on improved performance, must be observed on a scheduled basis by the building principal following due-process guidelines. The building principal and superintendent will establish a timeline for these observations with the teacher with the clear understanding that failure to improve performance could lead to dismissal proceedings under Michigan Tenure Act.

- G. A copy of all regular board meeting minutes shall be given to the Union President, when available, following all regular school board meetings.
- H. The Union shall have the right to post notices of its activities and matters of Union concern on adequate bulletin boards located in mutually-agreed-upon areas of Hale School District buildings.

I. Federation Business Days

It is agreed by the Board that Hale Federation members shall be granted leave time for no more than ten (10) days total, with individual members using no more than three (3) days each for Federation activities. These days shall not be used for the purpose of supporting strike activities. Any substitute employee costs incurred by the District will be reimbursed to the District by the Hale Federation of Teachers. No more than two (2) members per building or no more than three (3) teachers will be gone at one time. Union will provide administration five (5) days notice and endeavor to help in substitute shortage.

## ARTICLE IV TEACHING HOURS, CLASSROOMS AND ASSIGNMENTS

- A. Teachers shall be scheduled for no more than six and one-half (6 1/2) hours of pupil contact per day.
- B. Teacher day shall begin at 8:15 a.m. and end at 3:20 p.m. each school day (except on Fridays and the day before a holiday, teachers may leave when students are dismissed).
- C. Any teacher who is required by the Superintendent or Board of Education to attend a special institute or workshop shall not suffer any loss of wages as a result.
- D. Secondary teachers shall have a daily preparation period equal to a regularly scheduled class period. Secondary teachers shall have a regularly-scheduled duty-free lunch period of 30 minutes each day. Elementary teachers shall have a duty-free lunch period at least thirty (30) minutes per day and one-hundred fifty (150) minutes of preparation time each week.

Teachers shall be assigned by certification as required by law.

- E. Teachers may be required to remain after school or arrive before school without additional compensation, for up to one (1) hour on each of two (2) days each month to attend meetings scheduled by the principal or administrator. Teachers will be notified three (3) working days before meetings except in an emergency.
- F. The school calendar shall be set forth in Appendix A for the school year 1990-91. For the 1991-92 and 1992-93 school years the calendar will be established in the following manner: In April 1991 for the year 1991-92 and in April 1992 for the school year 1992-93, the Federation and Board negotiation team will meet to establish the calendar. If mutual agreement cannot be reached then days closest to the previous years calendar will be used.

- G. When the school district has to reschedule pupil instructional days in conformance with 388.1701, (3) and (4), of the state school aid act, as amended by P.A. 239 of 1984, to meet the 180 day minimum for pupil instruction, after the two (2) "Act of God" days are used, the following schedule will be used:

Order of Makeup:

1. One (1) of the two In-service days as designated by the administration:
  - a. School dismissed for students 12:30 p.m.
  - b. Teacher In-service 1:00 p.m. to 5:00 p.m.
2. One (1) teacher record day.
3. June 4, 5.
4. Spring break days beginning with March 29, 1991.
5. Per-Diem pay beginning June 6, 1991.

On the two (2) "Act of God" days, the following schedule will be used:

1. Teachers report from 10 a.m. to 3:20 p.m.\*
2. The administration will have 2 hours for meeting/committee work.

\* Teachers reporting to work on the two (2) student grace days, shall do so when and if they deem that weather conditions permit. Teachers shall not be required to report to work on other "Act of God" days.

- H. In the event that the Board designate professional development days beyond the 184 teacher school year, teachers may agree to attend and shall be paid at the rate of \$40.00 per full day participation and/or \$20.00 per 1/2 day participation and all expenses shall be paid by the board.

## ARTICLE V LEAVES OF ABSENCE

Teachers shall accrue sick leave at the rate of twelve (12) days per school year, two (2) of which may be used for personal business days. At the start of each school year these days shall accumulate without limit. After five (5) consecutive days of illness, the Superintendent may require a doctor's statement of condition to return to work.

Teachers will be entitled to the following temporary leave of absence with pay each school year:

- A. 1. Two (2) days each year for personal business to transact. Notification of use for personal leave must be made to the Superintendent or his designee at least two (2) days in advance except in case of unforeseen emergency. No more than two (2) teachers from each school shall take personal business days at one time.

Permission to take personal business days shall be granted on a first come, first served basis.

2. Board of Education may require a doctor's statement of illness of the boards choosing at the Board's expense.

3. All teachers shall be granted sick leave for personal illness, or illness in the immediate family. The immediate family is defined as husband, wife, son, daughter, parents, grandparents or other dependents. A maximum of five (5) sick leave days shall be granted under the provision of this Article for illness in the immediate family which will be charged against the employee's sick leave.
  4. All teachers shall be granted leave with pay for death in the immediate family which shall include husband, wife, children, step-children, dependents, parents, grandparent, brother and sister. This leave shall not extend for over five (5) consecutive working days for each occurrence.
  5. An approved leave shall not be granted the last scheduled workday immediately before and the first scheduled workday immediately after any holiday or vacation period, as well as the first and last days of the school year. This shall not include bereavement leave.
  6. Time necessary for medical or dental appointments when such cannot be made at any other time.
  7. The Federation recognizes that abuse of sick leave or other leaves, chronic tardiness or absence, willful deficiencies in professional performance, or other violations of professional behavior, or violations of this Master Agreement by a teacher reflects adversely upon the teaching profession and creates undesirable conditions in the school system. Alleged breaches of professional behavior shall be reported as soon as practical to the offending teacher and may be reported to the Federation.
- B. A sick day bank will be established, directed and administered by a committee of two (2) tenured teachers and the Superintendent to cover teaching personnel.
1. Participation within the bank will be on a voluntary basis with each participant contributing three (3) days at the beginning of the school year.
  2. A maximum number of days to be accumulated within the bank shall be a number equal to three (3) times the number of the full teaching staff.
  3. New hire must work one (1) school day before qualifying for sick bank.
- C. Pregnancy-related absences will be treated the same as any other sick leave request.
- D. Professional Growth. To encourage professional growth, a teacher who has taught three (3) or more years in the system shall be granted a leave of absence, not to exceed one (1) year, for advanced professional training. An increment shall be allowed for the year of advanced professional training.
- E. The Board and Union agree to comply with all State and Federal laws concerning military leave.
- F. A child care leave of absence, without fringe benefits, salary, or step increment, shall be granted by the Board of Education for one full school year upon written application of the teacher.
1. Teacher may request in writing to the Board of Education to be reinstated prior to the end of one (1) full school year leave, with such decision for rehiring prior to the full year period, left to the decision of the Board.
  2. Teacher shall notify the Board of Education in writing by May 1st of their leave year, of their intent to return for the coming school year.
  3. Tenure status seniority, salary schedule and increments shall remain the same as those accrued prior to leave, upon returning to classroom.

4. Reassignment upon return shall be made based upon the decision of the building administrator.
5. Person on leave of absence may be effected by layoff like any other teacher.

## ARTICLE VI GRIEVANCE PROCEDURE

### A. Definitions

1. A grievance is a complaint that there has been a deviation from, or the misinterpretation or misapplication or that there has been a violation of any provision of this Agreement.
2. An aggrieved person shall mean any member of the bargaining unit or the union in its own behalf, making the complaint.
3. Wherever the term employee is used, it is to include any member or members of the bargaining unit.
4. Wherever the singular is used, it is to include the plural.
5. Wherever notice is used, it is meant that such be written notice to all persons concerned.
6. The term days in this article shall mean teacher duty days, except where otherwise indicated.

### B. General Principles

1. A grievance may be withdrawn at any level.
2. Hearings and conferences held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses, entitled to be present to attend. Every effort will be made to schedule hearings and conferences outside of duty hours.
3. When hearings and conferences are held during duty hours, all persons who are present at the hearing or conference pursuant to this Article whose duty hours are affected, shall be excused with pay for that purpose.
4. Forms for filing and processing grievances shall be given appropriate distribution so as to facilitate the operation of the grievance procedure.
5. No decision or adjustment of a grievance shall be contrary to any provision of this Agreement.
6. Failure by the employee and/or the Union at any step of this procedure to appeal a decision within the specified time limits shall be deemed an acceptance of the decision.
7. In the event the employer fails to answer a grievance within the established time limit, the grievance shall automatically proceed to the next step.
8. Any grievance initiated within the last ten (10) days of the school year will be resolved in the month of June or at the commencement of the next school year.
9. The time limits specified in this procedure may be extended in any specific instance by mutual agreement, which agreement shall be reduced to writing and signed by the parties.

C. Procedure for Adjustment of Grievance

Grievances shall be presented and adjusted in accordance with the following procedures:

1. Informal Conference

(a) A complaint shall first be identified as a grievance issue, citing the appropriate contract section or sections, and shall be discussed with the appropriate Building Supervisor with the object of resolving the matter informally.

(1) By an employee in person on his own behalf.

(2) By an employee accompanied by the appropriate Union representative.

(3) Through the Union representative, if the employee so requests.

(4) By the Union representative in the name of the Union.

(b) In the event the matter is resolved informally and the Union representative was not present at the adjustment of the complaint, the Building Supervisor shall inform the Union of the adjustment.

2. Written Procedure Step 1

In the event the matter is not resolved informally, the grievance, stated in writing on the form provided for such purpose, may be submitted to the Superintendent or his designee within ten (10) days following the discovery by the aggrieved party of the act or condition which is the basis of the grievance.

a. The grievance may be lodged and thereafter discussed with the Superintendent or his designee:

(1) By an employee in person on his own behalf.

(2) By an employee accompanied by the appropriate Union representative.

(3) Through the Union representative, if the employee so requests.

(4) By the Union representative in the name of the Union.

b. Within ten (10) days after receiving the written grievance, the Superintendent or his designee shall communicate his decision, along with his reasons therefor, in writing on the grievance form, to the Union representative, and to the aggrieved employee, if any.

3. Written procedure Step 2

If the grievance is not resolved in Step One, the Superintendent, the Board Committee of 3, and a representative of the Hale Federation of Teachers shall meet within one (1) week unless a longer time is mutually agreed upon between the parties (after working hours) to attempt to resolve the grievance.

If the Federation is not satisfied with the disposition of the grievance in Step Two, or if no disposition of the grievance has been made within the period above provided, the grievance may be submitted for mediation before the State of Michigan Labor Mediation Board in accordance with its rules, which shall likewise govern the mediation proceedings. The Board and the Federation shall not be permitted to assert in such proceedings any ground or to rely on any evidence not previously disclosed to the other party. Both parties agree to be bound by the recommendation of the mediator.

## ARTICLE VII PROFESSIONAL BEHAVIOR

- A. Teachers are expected to comply with rules, regulations and policies adopted by the Board or its representatives which are not inconsistent with the provisions of this Agreement.
- B. Any teacher breaking this Agreement is subject to a written reprimand within ten (10) working days after occurrence.

This reprimand must be made out in duplicate; one (1) copy is to go into the teacher's record and the teacher is to receive the other copy.

All reprimands will become a permanent part of the teacher's record; this will be considered in the rehiring of both non-tenured and tenured teachers.

- C. No teacher shall be disciplined or reprimanded without just cause. All information forming the basis for disciplinary action will be made available to the teacher and to the Federation upon the written request of the teacher.
- D. The teacher accepts responsibility to strive for excellence in teaching and to take advantage of opportunities for continually improving his/her teaching skills and his/her relationship with children.
- E. Teachers are responsible for maintaining continuous high level of professional service to the welfare and benefit of the student body. Teachers, therefore, are responsible to discharge their teaching assignments with professional proficiency, to plan adequately and to meet as needed with children, parents and/or consultants, both during and after school hours. Every effort will be made to schedule children, parents, and/or consultants during teacher work hours.
- F. Teachers are reminded that corporal punishment, unless used to protect self or another student, is no longer a legally acceptable means of discipline. Suggested alternatives to corporal punishment might include, but not limited to:
  - 1. One-on-one consultation with students
  - 2. Referral to appropriate school agency or personnel
  - 3. Parental contact
  - 4. Behavior contract
  - 5. Isolation
  - 6. Privilege denial
  - 7. Other corrective practices in cooperation with building administrators, ancillary services, etc.

## ARTICLE VIII FRINGES

- A. Teaching and/or other job related experience credit may be granted for up to a maximum of five (5) years.

Extension of five (5) year credit limit may be granted by mutual written agreement of the HFT executive board and the Hale Board of Education.

- B. Teachers on approved masters or specialist program beyond the hours required for permanent certification will receive full payment of tuition and required textbooks upon completion of course or courses with a grade B or better. Notification for schedule change must be made by September 1st or at the new contract date. At the start of the 1986/87 contract year, persons who were receiving \$25.00 for each semester hour earned beyond the hours required for permanent certification were grandfathered for 5 years or until such time they move to a new salary schedule. The board of education may announce incentive educational programs. Such programs shall have as their objective educational improvement that will benefit both the teachers and the schools by providing financial incentives to teachers who respond to special school needs. At the discretion of the board, programs shall be established in the following area:

1. Preferred Degree Program. The board may designate a subject major and related degree as having preferred status. Bargaining unit teachers who respond to a posting and are accepted into the program and meet the program requirements shall be eligible for financial incentives. Such incentives shall place the successful program teacher on the next highest salary schedule. For example: the board requesting a need for a physics major and the staff member, after receiving the degree with a B or better average within the posted time period, would advance to the next salary schedule (masters or specialist). The selection process and program requirements shall rest in the sole discretion of the board.

- C. Blue Cross-Blue Shield, full coverage Three Star Medical Insurance (\$1.00 co-payment for prescription) is available to all teachers.

Blue Cross-Blue Shield, Two Star Dental Care and Three Star Vision Care Programs will be available to all teachers.

Teachers who elect not to subscribe to Blue Cross/Blue Shield full family coverage (or the comparable and/or better medical insurance provided by the Board with an alternate carrier), may opt the following:

Any teacher who has health insurance coverage available from any other source shall not be entitled to this benefit as provided by the Board. However, any teacher who has not been provided district paid health insurance benefits shall be eligible to receive, an Eight Hundred (\$800.00) Dollar tax shelter payment. In place of the tax sheltered annuity, the teacher may elect in writing prior to the first day of school (by August 1st) to receive an Eight Hundred (\$800.00) Dollar cash payment.

- D. The Board will offer Long Term Disability Insurance (66 2/3% minimum) to each tenured employee (and those probationary teachers who received this benefit in the 1989-90 contract year), benefits will begin upon termination of the employee's sick leave or ninety (90) days, whichever is more.
- E. Any teacher accumulating 90 or more days will receive upon retirement or voluntary termination, \$25.00 per day times the number of accrued days if they average 5 days or less per year starting with the 1986-87 contract year. If the teacher voluntarily leaves the system before the termination of this agreement and their average use of sick days during the term of this agreement is greater than 5 days then their average annual sick day use based on their total term of employment will be used following the above criteria. Personal business days, sick days donated to the sick day bank, and sick days used for a death in the immediate family shall not be used to compute the 5 day per year average.
- F. The Board, by payment of the premium payments required to provide the coverages set forth, shall be relieved from all liability with respect to the benefits provided by the insurance coverages as above described. The failure of an insurance company to provide any of the benefits for which it has contracted for any reason, shall not result in any liability to the Board of Education or the Union, nor shall such failure be considered a breach of any obligation by either of them. Disputes between beneficiaries of employees and any insurance company shall not be subject to the Grievance Procedure established herein.
- G. It shall be each employees responsibility to notify the business office within a 30 day period of any change in family status effecting insurance coverage. Failure to notify could result in lost coverage or additional costs being passed on to the employee.

## ARTICLE IX ASSIGNMENTS, VACANCIES, PROMOTIONS, TRANSFERS

- A. All vacancies, whether created by expansion, resignation, discharge, transfer, leave, or promotion shall be filled by the most qualified applicant. For the purpose of this Agreement, qualifications shall be considered to be a function of formal training and applicable (or related) work experience. Where there is reasonable doubt regarding the relative weighing of these factors with respect to the qualifications of two or more applicants, the Employer shall resolve the issue unilaterally.

Assignments and/or appointments shall be at the discretion of the administration within the area of teacher competency, teaching certification, and major and minor fields of study except temporarily and where, in the opinion of the Administration, circumstances so warrant.

Where the qualifications of two or more applicants for a job vacancy are found to be substantially equal, the vacancy shall be filled by the applicant with longest seniority in the district.

- B. Whenever any opening in the district shall occur, the Employer shall publicize the same by posting such vacancy on the bulletin boards in each school.

- C. The Employer continues its support of a policy of promotions from within its own staff, including promotion to supervisory and executive levels, subject only to the provisions of Section A above.
- D. Transfers within a building or between buildings shall be available, provided positions are vacant, at the request of the applying teacher(s), subject to the provisions of Section A above. The parties recognize that changes in grade assignments in the elementary schools, changes in subject assignments in secondary school grades and transfers between schools will occur. The Administration will discuss the assignments and transfer with said teacher. Such transfer or changes of assignments shall be mutually agreeable whenever possible. In making involuntary assignments or transfers, the convenience and wishes of the individual teacher will be honored to the extent that these considerations do not conflict with the instructional requirements and the best interest of the school system and the pupils.

## ARTICLE X EFFECT OF AGREEMENT

- A. The parties mutually agree that the terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties.
- B. If any provision of this Agreement is or shall at any time be found to be contrary to law by a court of ultimate jurisdiction, such provision shall not be applicable or performed or enforced, except to the extent permitted by law. All other provisions of this Agreement shall continue in full force and effect, and the parties agree to meet for the purpose of negotiation and agreement on substitute language for the voided provisions(s).

## ARTICLE XI MISCELLANEOUS PROVISIONS

- A. If any provision of this Agreement or any application of the Agreement to any employee or group of employees will be found contrary to law, then such provision or application will not be deemed valid or subsisting except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.
- B. This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered Board Policy.
- C. During the term of this Agreement, the bargaining unit shall not authorize, cause, engage in, or sanction any teacher or group of teachers' strike, picket, refusal to cross picket lines, or refusals to perform the duties of employment, at Hale Area Schools.
- D. The Board and the Union agree to develop a committee to mutually study insurance needs and programs available.

## ARTICLE XII TENURE, DISCHARGE, AND LAYOFFS

- A. An employee shall be subject to dismissal only for demonstrable incompetence, willful abuse of administrative procedures, or when his/her behavior affects his/her professional performance.
1. Dismissal of an employee who has been employed by the district for less than two (2) years shall not be grievable by the employee under the provisions of the grievance procedure included herein; provided, however, they be provided with a list of reasons as to why they are being terminated.
  2. Election by a tenured teacher to process a discharge through the Tenure Commission rather than the grievance machinery contained herein shall stop such employee from entry to such grievance machinery on such discharge.
  3. Placement of a teacher on a third year of probation shall not be grievable.
- B. Board will layoff in reverse order of seniority subject to the employees being certified and qualified to perform the functions of the available position. Recall from layoff shall be in the reverse order.

Qualifications shall be defined as:

Grades K-6: Successful teaching experience.

Grades 7-12: Successful teaching experience grades 7-12.

All Grades: Certification as required by law.

New employees seniority shall be established by:

1. Employees 1st paid day of employment.
2. In the event of 2 or more employees being hired on the same day lots shall be drawn to determine order of hire.

## ARTICLE XIII NEGOTIATION PROCEDURES

- A. Negotiations for a new Agreement or modifications of the existing Agreement shall begin at a time, date, and place mutually determined by the Employer and the Union.
- B. Neither party in any negotiations shall have any control over the selection of the bargaining representatives of the other party, and each party may select its representatives from within or outside the school district. While no final Agreement shall be executed without ratification by the Employer and the Union, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, make concessions, and recommend ratification in the course of negotiations.
- C. After ratification of this Agreement, either party may request conferences to discuss matters which may arise from time to time which are of mutual concern to the parties. Discussion during such conferences shall be limited to

problems indicated on a written request for such conference. The conferences shall be held at the earliest opportunity following such request. Any contract alteration which is mutually agreed upon shall become effective upon ratification by the Employer and the Union.

## ARTICLE XIV SALARY SCHEDULE ADJUSTMENTS

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### SALARY SCHEDULE 1990-91 WITH HALF-STEPS

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<u>STEP</u>	<u>B.A.</u>	<u>B.A.+20*</u>	<u>M.A.</u>	<u>S.E.</u>
1.0	20,522.74	21,822.36	24,030.52	25,975.06
1.5	21,042.37	22,340.90	24,549.07	26,493.60
2.0	21,562.00	22,860.53	25,068.70	27,013.23
2.5	22,081.63	23,380.17	25,588.33	27,532.86
3.0	22,601.26	23,899.80	26,107.96	28,052.50
3.5	23,120.90	24,419.43	26,627.59	28,572.13
4.0	23,640.53	24,939.06	27,147.22	29,091.76
4.5	24,160.16	25,458.69	27,666.86	29,611.39
5.0	24,679.79	25,978.33	28,186.49	30,131.02
5.5	25,199.42	26,497.96	28,706.12	30,650.65
6.0	25,719.05	27,017.59	29,225.75	31,170.29
6.5	26,238.69	27,537.22	29,745.38	31,689.92
7.0	26,757.23	28,056.85	30,265.02	32,209.55
7.5	27,276.86	28,576.49	30,784.65	32,729.18
8.0	27,796.49	29,096.12	31,304.28	33,248.81
8.5	28,316.12	29,615.75	31,823.91	33,768.45
9.0	28,835.76	30,135.38	32,343.54	34,288.08
9.5	29,355.39	30,655.01	32,863.18	34,807.71
10.0	29,875.02	31,173.56	33,381.72	35,326.25
10.5	30,394.65	31,693.19	33,901.35	35,845.88
11.0	31,286.75	32,600.92	34,835.69	36,803.65

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**SALARY SCHEDULE 1991-92  
WITH HALF-STEPS**

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<u>STEP</u>	<u>B.A.</u>	<u>B.A.+20*</u>	<u>M.A.</u>	<u>S.E.</u>
1.0	21,548.87	22,913.48	25,232.05	27,273.81
1.5	22,094.49	23,457.95	25,776.52	27,818.28
2.0	22,640.10	24,003.56	26,322.13	28,363.89
2.5	23,185.71	24,549.17	26,867.75	28,909.51
3.0	23,731.33	25,094.79	27,413.36	29,455.12
3.5	24,276.94	25,640.40	27,958.97	30,000.73
4.0	24,822.55	26,186.01	28,504.59	30,546.35
4.5	25,368.17	26,731.63	29,050.20	31,091.96
5.0	25,913.78	27,277.24	29,595.81	31,637.57
5.5	26,459.39	27,822.86	30,141.43	32,183.19
6.0	27,005.01	28,368.47	30,687.04	32,728.80
6.5	27,550.62	28,914.08	31,232.65	33,274.41
7.0	28,095.09	29,459.70	31,778.27	33,820.03
7.5	28,640.70	30,005.31	32,323.88	34,365.64
8.0	29,186.32	30,550.92	32,869.49	34,911.26
8.5	29,731.93	31,096.54	33,415.11	35,456.87
9.0	30,277.54	31,642.15	33,960.72	36,002.48
9.5	30,823.16	32,187.76	34,506.33	36,548.10
10.0	31,368.77	32,732.23	35,050.80	37,092.57
10.5	31,914.38	33,277.85	35,596.42	37,638.18
11.0	32,851.08	34,230.97	36,577.48	38,643.84

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**SALARY SCHEDULE 1992-93  
WITH HALF-STEPS**

<u>STEP</u>	<u>B.A.</u>	<u>B.A.+20*</u>	<u>M.A.</u>	<u>S.E.</u>
1.0	22,626.32	24,059.15	26,493.65	28,637.50
1.5	23,199.21	24,630.85	27,065.34	29,209.19
2.0	23,772.10	25,203.74	27,638.24	29,782.09
2.5	24,345.00	25,776.63	28,211.13	30,354.98
3.0	24,917.89	26,349.53	28,784.03	30,927.88
3.5	25,490.79	26,922.42	29,356.92	31,500.77
4.0	26,063.68	27,495.32	29,929.82	32,073.66
4.5	26,636.58	28,068.21	30,502.71	32,646.56
5.0	27,209.47	28,641.10	31,075.60	33,219.45
5.5	27,782.36	29,214.00	31,648.50	33,792.35
6.0	28,355.26	29,786.89	32,221.39	34,365.24
6.5	28,928.15	30,359.79	32,794.29	34,938.14
7.0	29,499.84	30,932.68	33,367.18	35,511.03
7.5	30,072.74	31,505.57	33,940.07	36,083.92
8.0	30,645.63	32,078.47	34,512.97	36,656.82
8.5	31,218.53	32,651.36	35,085.86	37,229.71
9.0	31,791.42	33,224.26	35,658.76	37,802.61
9.5	32,364.32	33,797.15	36,231.65	38,375.50
10.0	32,937.21	34,368.84	36,803.34	38,947.19
10.5	33,510.10	34,941.74	37,376.24	39,520.09
11.0	34,493.64	35,942.52	38,406.35	40,576.03

\* Beginning with the 1986/87 contract year the BA+20 schedule was eliminated. All teachers who were on the BA+20, or the BA (with 10 years or more experience within the Hale School System) were grandfathered until such time they leave the system or move to the next salary schedule. The next salary schedule for those with a BA and meeting the above ten year or more experience requirement is the BA+20.

### LONGEVITY PAY

After 13 years of consecutive service at Hale Area Schools, longevity will be computed by multiplying the number of years of service times \$42.00 for 1990-91; \$44.10 for 1991-92; and \$46.31 for 1992-93. Similarly, after 20 years, longevity will be computed by multiplying the number of years of service times \$52.50 for 1990-91; \$55.13 for 1991-92; and \$57.89 for 1992-93. Payments shall be capped after the 25th year of service.

### TERMINAL LEAVE

Any teacher who selects early retirement shall be given a terminal leave payment as follows:

At age	56	\$6,000
	57	5,000
	58	4,000
	59	3,000
	60	2,000
	61	1,000

The teacher must have had fifteen (15) years of continuous teaching in the Hale Area Schools prior to his/her request for early retirement to be eligible.

Retirement means the teacher must make application for benefits under the Michigan School Employees Retirement System and cannot serve the Hale Area Schools in any future paying capacity without the approval of the Superintendent.

## EXTRA DUTIES

If an extra duty position is not filled from within and it is necessary to go outside the Federation, then the individual who fills that position has the same responsibilities and rights to continue in that position as Federation members and is subject to the evaluation process.

Extra duties remuneration will be paid at the following percentage given for the current B.A. base:

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### Extra Duty Schedule

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	Steps				
	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
Athletic Director	10.4%	11.7%	13.0%	14.3%	15.6%
Extra Band Duty	8.0	9.0	10.0	11.0	12.0
Head Football	8.0	9.0	10.0	11.0	12.0
Head Basketball	8.0	9.0	10.0	11.0	12.0
Cheerleading	4.0	4.5	5.0	5.5	6.0
Cross Country	4.0	4.5	5.0	5.5	6.0
Yearbook	4.0	4.5	5.0	5.5	6.0
Pompon Girls	2.4	2.7	3.0	3.3	3.6
Jr. High Track	2.4	2.7	3.0	3.3	3.6
Safety Patrol	2.4	2.7	3.0	3.3	3.6
Service Squad	2.4	2.7	3.0	3.3	3.6
Drama Play	2.4	2.7	3.0	3.3	3.6
7th & 8th Grade Class Sponsors	1.1	1.2	1.3	1.4	1.5
J.V. Basketball	6.4	7.2	8.0	8.8	9.6
Assistant & J.V. Football	6.4	7.2	8.0	8.8	9.6
Head Track	6.4	7.2	8.0	8.8	9.6
Baseball	6.4	7.2	8.0	8.8	9.6
Softball	6.4	7.2	8.0	8.8	9.6
Assistant A.D.	6.4	7.2	8.0	8.8	9.6
Assistant J.V. Football	5.6	6.3	7.0	7.7	8.4
J.H. Basketball	3.6	4.0	4.4	4.8	5.2
Junior & Senior Class Sponsors	1.6	1.8	2.0	2.2	2.4
Fresh. & Soph. Class Sponsors	1.1	1.3	1.5	1.7	1.9
Student Council	1.1	1.3	1.5	1.7	1.9
Elementary Team Leader	4.5	4.5	4.5	4.5	4.5

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**DURATION OF AGREEMENT**

This agreement shall be effective July 1, 1990 and shall continue in effect until the 30th day of June, 1993.

**Hale Federation  
of Teachers**

**Hale Board  
of Education**

William E. Robinson  
President

[Signature]  
President

Maria Bellini  
Secretary

[Signature]  
Secretary

[Signature]  
Chairman,  
Negotiation Committee

Donald J. Branch  
Trustee

Dated this 15th day of October, 1990.

# APPENDIX A. 1990-91 SCHOOL CALENDAR

Monday, August 27, 1990 .....	Staff Orientation
Tuesday, August 28, 1990 .....	1st Day of School
Monday, September 3, 1990 .....	Labor Day - No School
Friday, October 26, 1990 .....	End of First Nine Weeks
Wednesday, October 31st, and Thursday, November 1st, 1990 .....	Parent/Teacher Conferences A.M. - School P.M. - Afternoon Conferences Thursday Night Conferences
Friday, November 2, 1990 .....	Early Dismissal
Thursday, November 15, 1990 .....	1st Term Break - No School
Thursday, November 22 and Friday November 23, 1990 .....	Thanksgiving - No School
Monday, December 24 thru Tuesday, January 1, 1991 Inclusive .....	Winter Recess - No School
Wednesday, January 2, 1991 .....	Classes Resume
*Thursday, January 10, 1991 .....	A.M. 7-12 Student Exams P.M. K-12 (Staff Only)
*Friday, January 11, 1991 .....	A.M. 7-12 Student Exams P.M. K-12 (Staff Only)
Friday, February 15, 1991 .....	County Wide In-Service (No School)
Friday, March 15, 1991 .....	End of 3rd Nine Weeks
Wednesday, March 20 and Thursday, March 21, 1991 .....	Parent/Teacher Conferences A.M. - School P.M. - Afternoon Conferences Thursday Night Conferences
Friday, March 22, 1991 .....	Early Dismissal
Friday, March 29, 1991 .....	Good Friday Early Dismissal Spring Break Begins P.M.
Monday, April 8, 1991 .....	Classes Resume
Monday, May 27, 1991 .....	Memorial Day - No School
*Wednesday, May 29, 1991 .....	A.M. 7-12 Student Exams P.M. K-12 (Staff Only)
*Thursday, May 30, 1991 .....	A.M. 7-12 Student Exams P.M. K-12 (Staff Only)
*Friday, May 31, 1991 .....	Last Day for Students
Monday, June 3, 1991 .....	Records Day (Staff Only)
Tuesday, June 4, and Wednesday, June 5, 1991 .....	Possible Weather Make-Up Days

182 SCHOOL DAYS INCLUDES ONE (1) INSERVICE DAY YET TO BE  
DETERMINED

184 Teacher Days

\*MAY BE ADJUSTED PENDING UNFORSEEN CIRCUMSTANCES,  
WEATHER CANCELLATIONS ETC.

